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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ALFRED AGUIRRE, *individually and
on behalf of all others similarly
situated,*

Plaintiff,

v.

OMNI FAMILY HEALTH,

Defendant.

Case No.

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
NEGLIGENCE**

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Alfred Aguirre brings this class action against Defendant Omni Family Health, and alleges as follows upon personal knowledge as to Plaintiff and Plaintiff's own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

NATURE OF THE ACTION

1. Plaintiff brings this class action against Defendant for its failure to properly secure and safeguard personally identifiable information ("PII") of Plaintiff and the Class members, including, without limitation: names, dates of birth, home addresses, phone numbers, protected health information, and Social Security numbers.

1 2. In the course of its operations, Defendant is entrusted with an extensive amount of
2 Plaintiff's and the Class members' PII.

3 3. By obtaining, collecting, using, and deriving a benefit from Plaintiff's and Class
4 Members' PII, Defendant assumed non-delegable legal and equitable duties to Plaintiff and the
5 Class members.

6 4. On or about August 7, 2024, an intruder gained entry to Defendant's network,
7 accessed Plaintiff's and the Class members' PII, and exfiltrated information (the "Data Breach
8 Incident").

9 5. The full extent of the types of sensitive personal information, the scope of the
10 breach, and the root cause of the Data Breach Incident is all within the exclusive control of
11 Defendant and its agents, counsel, and forensic security vendors at this phase of litigation.

12 6. Defendant did not notify Plaintiff and the Class members of the incident until on or
13 about October 10, 2024, depriving Plaintiff and the Class Members of almost one month to protect
14 themselves from the fallout of the Incident.

15 7. Plaintiff's and the Class members' PII that was acquired in the Data Breach Incident
16 can be sold on the dark web. Hackers can access and then offer for sale the unencrypted, unredacted
17 PII to criminals. Plaintiff and the Class members face a lifetime risk of identity theft.

18 8. Plaintiff's and the Class members' PII was compromised due to Defendant's
19 negligent acts and omissions and the failure to protect Plaintiff's and the Class members' PII.

20 9. Plaintiff and Class Members continue to be at significant risk of identity theft and
21 various other forms of personal, social, and financial harm. The risk will remain for their respective
22 lifetimes.

23 10. Defendant disregarded the rights of Plaintiff and the Class members by
24 intentionally, willfully, recklessly, or negligently failing to take and implement adequate and
25 reasonable measures to ensure their PII was safeguarded, failing to take available steps to prevent
26 an unauthorized disclosure of data, and failing to follow applicable, required and appropriate
27 protocols, policies and procedures regarding the encryption of data in the possession of its vendor.
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1 As a result, the PII of Plaintiff and Class Members was compromised through access to and
2 exfiltration by an unknown and unauthorized third party.

3 11. Plaintiff brings this action on behalf of all persons whose PII was compromised
4 because of Defendant's failure to: (i) adequately protect their PII; (ii) warn of Defendant's
5 inadequate information security practices; (iii) effectively oversee, supervise, and secure
6 equipment and the database containing protected PII using reasonable and effective security
7 procedures free of vulnerabilities and incidents; and (iv) adequately supervise and oversee its
8 vendor with whom it shared Plaintiff's and the Class Members' PII.

9 12. Plaintiff and Class members have suffered actual and imminent injuries as a direct
10 result of the Data Breach, including: (a) theft of their PII; (b) costs associated with the detection
11 and prevention of identity theft; (c) costs associated with time spent and the loss of productivity
12 from taking time to address and attempt to ameliorate, mitigate, and deal with the consequences
13 of the Data Breach Incident; (d) invasion of privacy; (e) the emotional distress and anguish, stress,
14 and annoyance of responding to, and resulting from, the Data Breach Incident; (f) the actual and/or
15 imminent injury arising from actual and/or potential fraud and identity theft posed by their personal
16 data being placed in the hands of the ill-intentioned hackers and/or criminals; (g) damages to and
17 diminution in value of their personal data entrusted to Defendant with the mutual understanding
18 that Defendant would safeguard Plaintiff's and Class Members' PII against theft and not allow
19 access and misuse of their personal data by others; and (h) the continued risk to their PII, which
20 remains in the possession of Defendant, and which is subject to further breaches, so long as
21 Defendant fails to undertake appropriate and adequate measures to protect Plaintiff's and Class
22 Members' PII, and, at the very least, are entitled to nominal damages.

23 13. Plaintiff and Class members have a continuing interest in ensuring that their
24 information is and remains safe, and they should be entitled to injunctive and other equitable relief.

25 **PARTIES**

26 14. Plaintiff is, and at all times relevant hereto was, a citizen and resident of California.
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15. Defendant is, and at all times relevant hereto was, a California corporation with its principal place of business in Bakersfield, California.

JURISDICTION AND VENUE

16. This Court has original jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because this is a putative class action involving thousands of Class Members and because the amount in controversy exceeds \$5,000,000, exclusive of interest and costs. Moreover, Plaintiff, many absent Class Members, and Defendant are citizens of different states.

17. This Court has general personal jurisdiction over Defendant because Defendant is headquartered in this jurisdiction.

18. Venue is proper in this district under 28 U.S.C. §§ 1391(a)(1), 1391(b)(1), 1391(b)(2), and 1391(c)(2) as a substantial part of the events giving rise to the claims emanated from activities within this district.

FACTS

19. At the time of the Data Breach Incident, Defendant maintained Plaintiff's and the Class members PII utilizing a database and software.

20. By obtaining, collecting, and storing Plaintiff's and Class members' PII, Defendant assumed non-delegable legal and equitable duties and knew or should have known that it was responsible for protecting Plaintiff's and Class Members' PII from disclosure.

21. Plaintiff and Class members relied on Defendant to keep their PII confidential and securely maintained, to use this information for business purposes only, to make only authorized disclosures of this information, and to ensure that any vendor with whom Defendant shared the information was properly supervised and had the proper procedures in place to protect their PII.

22. Defendant had a non-delegable duty to adopt reasonable measures to protect Plaintiff's and Class members' PII, including any PII Defendant shared with any of its vendors, from involuntary disclosure to third parties.

23. Prior to the Data Breach Incident, Defendant should have ensured that (i) Plaintiff's and the Class Members' PII was properly encrypted or tokenized, (ii) it deleted such PII that it no

1 longer had reason to maintain, (iii) it eliminated the potential accessibility of the PII from its
2 vendor that was not justified, and (iv) it otherwise reviewed and monitored the security of its
3 vendor's network system that contained the PII.

4 24. Prior to the Data Breach Incident, on information and belief, Defendant did not (i)
5 ensure that its vendor's systems were encrypted or tokenized, (ii) ensure the deletion of such PII
6 that it and/or its vendor no longer had reason to maintain, (iii) eliminate the potential accessibility
7 of the PII from its vendor that was not justified, and (iv) otherwise review and improve the security
8 of its network system that contained the PII.

9 25. On or about August 7, 2024, an intruder gained entry to Defendant's database,
10 Defendant mailed Plaintiff and the Class members a form notice attempting to minimize the Data
11 Breach Event, while admitting that sensitive PII had been compromised and stolen.

12 26. Defendant did not notify Plaintiff of the breach until on or about October 10, 2024.

13 27. Contrary to the self-serving narrative in Defendant's form notice, Plaintiff's and
14 Class members' unencrypted information may end up for sale on the dark web and/or fall into the
15 hands of companies that will use the detailed PII for targeted marketing without the approval.

16 28. Defendant failed to use reasonable security procedures and practices appropriate to
17 the nature of the sensitive, unencrypted information its vendor was maintaining for Plaintiff and
18 the Class members.

19 29. Plaintiff and the Class members have taken reasonable steps to maintain the
20 confidentiality of their PII, relied on Defendant to keep their PII confidential and securely
21 maintained, to use this information for business purposes only, and to make only authorized
22 disclosures of this information.

23 30. Defendant could have prevented the Data Breach Incident by ensuring the proper
24 security and encryption of Plaintiff's and Class members' PII, or Defendant could have destroyed
25 the data in its vendor's possession, especially old data from former inquiries and/or customers that
26 Defendant had no legal right or responsibility to retain.

1 31. Defendant's negligence in safeguarding Plaintiff's and the Class members' PII is
2 exacerbated by the repeated warnings and alerts directed to protecting and securing sensitive data.

3 32. Despite the prevalence of public announcements and knowledge of data breach and
4 data security compromises, Defendant failed to take appropriate steps to protect the PII of Plaintiff
5 and the Class members from being compromised.

6 33. The PII of Plaintiff and the Class Members was stolen to engage in identity theft
7 and/or to sell it to criminals who will purchase the PII for that purpose.

8 34. Moreover, there may be a time lag between when harm occurs versus when it is
9 discovered, and also between when PII is stolen and when it is used.

10 35. At all relevant times, Defendant knew, or reasonably should have known, of the
11 importance of safeguarding Plaintiff's and the Class members' PII, including data in its vendor's
12 possession, and of the foreseeable consequences that would occur if Defendant's vendor's data
13 security system was breached, including, specifically, the significant costs that would be imposed
14 on Plaintiff and the Class members as a result of a breach.

15 36. Plaintiff and Class members now face years of constant surveillance of their
16 financial and personal records, monitoring, and loss of rights. Plaintiff and Class members are
17 incurring and will continue to incur such damages in addition to any fraudulent use of their PII.

18 37. Defendant was, or should have been, fully aware of the unique type and the
19 significant volume of data on Defendant's network, potentially amounting to millions of
20 individuals' detailed and confidential personal information and thus, the significant number of
21 individuals who would be harmed by the exposure of the unencrypted data.

22 38. The injuries to Plaintiff and the Class members were directly and proximately
23 caused by Defendant's failure to implement or maintain adequate data security measures for the
24 Plaintiff's and the Class members' PII, including PII Defendant provided to its vendor.

25 39. Plaintiff has suffered and will continue to suffer a substantial risk of imminent
26 identity, financial, and health fraud and theft; emotional anguish and distress resulting from the
27 Data Breach Incident, including emotion stress and damages about the years of identity fraud
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1 Plaintiff faces; and increased time spent reviewing financial statements and credit reports to
2 determine whether there has been fraudulent activity on any of his accounts.

3 40. Plaintiff has a continuing interest in ensuring that his PII, which, upon information
4 and belief, remains backed up in Defendant's possession, is protected and safeguarded from future
5 breaches.

6 **CLASS ALLEGATIONS**

7 **PROPOSED CLASS**

8 41. Plaintiff brings this lawsuit as a class action on behalf of himself individually and
9 on behalf of all other similarly situated persons as a class action pursuant to Federal Rule of Civil
10 Procedure 23(a), 23(b)(1), 23(b)(2), 23(b)(3), 23(c)(4) and 23(c)(5). The "Class" that Plaintiff
11 seeks to represent is defined as:

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13 **All persons whose PII was accessed and/or exfiltrated during
14 the Data Breach Incident.**

15 42. Defendant and its employees or agents are excluded from the Class.

16 **NUMEROSITY**

17 43. The Data Breach Incident has impacted several thousand individuals. The members
18 of the Class, therefore, are so numerous that joinder of all members is impracticable.

19 44. Identification of the Class members is a matter capable of ministerial determination
20 from Defendant's records.

21 **COMMON QUESTIONS OF LAW AND FACT**

22 45. There are numerous questions of law and fact common to the Class which
23 predominate over any questions affecting only individual members of the Class. Among the
24 questions of law and fact common to the Class are: [1] Whether and to what extent Defendant had
25 a non-delegable duty to protect the PII Plaintiff and Class members, including PII Defendant
26 shared with its vendor; [2] Whether Defendant failed to adequately safeguard the PII of Plaintiff
27 and Class Members; [3] When Defendant actually learned of the Data Incident; [4] Whether
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1 Defendant adequately, promptly, and accurately informed Plaintiff and Class members that their
2 PII had been compromised; [4] Whether Defendant failed to implement and maintain reasonable
3 security procedures and practices appropriate to the nature and scope of the information
4 compromised in the Data Breach Incident; [5] Whether Defendant adequately addressed and
5 supervised the vulnerabilities which permitted the Data Breach Incident to occur; [6] Whether
6 Plaintiff and the Class Members are entitled to actual, consequential, and/or nominal damages as
7 a result of Defendant's wrongful conduct; [7] Whether Plaintiff and the Class members are entitled
8 to restitution as a result of Defendant's wrongful conduct; and [8] Whether Plaintiff and Class
9 members are entitled to injunctive relief to redress the imminent and currently ongoing harm faced
10 as a result of the Data Breach Incident.

11 46. The common questions in this case are capable of having common answers.
12 Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated
13 and administered in this case.

14 **TYPICALITY**

15 47. Plaintiff's claims are typical of the claims of the Class members, as they are all
16 based on the same factual and legal theories.

17 **PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

18 48. Plaintiff is a representative who will fully and adequately assert and protect the
19 interests of the Class and has retained competent counsel. Accordingly, Plaintiff is an adequate
20 representative and will fairly and adequately protect the interests of the Class.

21 **SUPERIORITY**

22 49. A class action is superior to all other available methods for the fair and efficient
23 adjudication of this lawsuit because individual litigation of the claims of all members of the Class
24 is economically unfeasible and procedurally impracticable. While the aggregate damages sustained
25 by the Class are in the millions of dollars, the individual damages incurred by each member of the
26 Class resulting from Defendant's wrongful conduct are too small to warrant the expense of
27 individual lawsuits. The likelihood of individual Class members prosecuting their own separate
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1 claims is remote, and, even if every member of the Class could afford individual litigation, the
2 court system would be unduly burdened by individual litigation of such cases.

3 50. The prosecution of separate actions by members of the Class would create a risk of
4 establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For
5 example, one court might enjoin Defendant from performing the challenged acts, whereas another
6 may not. Additionally, individual actions may be dispositive of the interests of the Class, although
7 certain class members are not parties to such actions.

8 **COUNT I**
9 **Negligence**
10 **(On Behalf of Plaintiff and the Class)**

11 51. Plaintiff incorporates paragraphs 1-50 above as if fully set forth herein.

12 52. Plaintiff bring this claim on behalf of himself and the Class.

13 53. Defendant collected, stored, used, shared, and benefited from the non-public PII of
14 Plaintiff and Class Members.

15 54. Defendant had full knowledge of the sensitivity of the PII and the types of harm
16 that Plaintiff and Class Members could and would suffer if the PII were wrongfully disclosed.

17 55. By collecting, storing, and using Plaintiff's and Class Members' PII, Defendant
18 owed a non-delegable duty to Plaintiff and Class Members to exercise reasonable care in obtaining,
19 securing, deleting, protecting, and safeguarding the sensitive PII.

20 56. Defendant owed a non-delegable duty to prevent the PII it received from being
21 compromised, lost, stolen, accessed, and misused by unauthorized persons.

22 57. Defendant was required to prevent foreseeable harm to Plaintiff and Class
23 Members, and therefore had a non-delegable duty to take adequate and reasonable steps to
24 safeguard their sensitive PII from unauthorized release or theft.

25 58. This duty included: (1) designing, maintaining, and testing data security systems,
26 data storage architecture, and data security protocols to ensure Plaintiff's and Class Members' PII
27 in its vendor's possession was adequately secured and protected; (2) implementing processes that
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1 would detect an unauthorized breach of its vendor's security systems and data storage architecture
2 in a timely and adequate manner; (3) timely acting on all warnings and alerts, including public
3 information, regarding its vendor's security vulnerabilities and potential compromise of the PII of
4 Plaintiff and Class Members; and (4) maintaining data security measures consistent with industry
5 standards and applicable federal and state laws and other requirements.

6 59. Defendant had a non-delegable common law duty to prevent foreseeable harm to
7 Plaintiff and Class Members. The duty existed because Plaintiff and Class Members were the
8 foreseeable and probable victims of any inadequate security practices of Defendant in its
9 collection, storage, sharing, and use of PII from Plaintiff and Class Members.

10 60. In fact, not only was it foreseeable that Plaintiff and Class Members would be
11 harmed by the failure to protect their PII because malicious actors routinely attempt to steal such
12 information for use in nefarious purposes, but Defendant also knew or should have known that it
13 was more likely than not Plaintiff and Class Members would be harmed as a result.

14 61. Defendant's non-delegable duties to ensure the adequate and reasonable security
15 measures of its vendors also arose as a result of the special relationship that existed between it, on
16 the one hand, and Plaintiff and Class Members, on the other hand. This special relationship arose
17 because Defendant collected, stored, and used the PII of Plaintiff and Class Members for the
18 procurement and provision of health services for Plaintiff and Class Members.

19 62. Defendant alone could have ensured that the security systems and data storage
20 architecture were sufficient to prevent or minimize the Data Breach.

21 63. Additionally, the policy of preventing future harm weighs in favor of finding a
22 special relationship between Defendant and Plaintiff and Class Members. If companies are not
23 held accountable for failing to take adequate and reasonable security measures to protect the
24 sensitive PII with which they are entrusted, they will not take the steps that are necessary to protect
25 against future security breaches.

1 64. The injuries suffered by Plaintiff and Class Members were proximately and directly
2 caused by Defendant's failure to follow reasonable, industry standard security measures to protect
3 Plaintiff's and Class Members' PII.

4 65. When individuals have their personal information stolen, they are at substantial risk
5 for imminent identity theft, and need to take steps to protect themselves, including, for example,
6 buying credit monitoring services and purchasing or obtaining credit reports to protect themselves
7 from identity theft.

8 66. If Defendant had implemented the requisite, industry standard security measures
9 and exercised adequate and reasonable care, data thieves would not have been able to take the PII
10 of Plaintiff and Class Members.

11 67. Defendant breached these duties through the conduct alleged herein by, including
12 without limitation, failing to protect the PII it shared with its vendor; failing to supervise and ensure
13 the maintenance of adequate computer systems and allowing unauthorized access to and
14 exfiltration of Plaintiff's and Class Members' PII; failing to disclose the material fact that
15 Defendant's computer systems and data security practices were inadequate to safeguard the PII
16 from theft; and failing to disclose in a timely and accurate manner to Plaintiff and Class Members
17 the material fact of the Data Breach.

18 68. But for Defendant's wrongful and negligent breach of its duties owed to Plaintiff
19 and Class Members, their PII would not have been compromised.

20 69. As a direct and proximate result of Defendant's failure to exercise adequate and
21 reasonable care and use commercially adequate and reasonable security measures, the PII of
22 Plaintiff and Class Members were accessed by ill-intentioned individuals who could and will use
23 the information to commit identity or financial fraud.

24 70. Plaintiff and Class Members face the imminent, certainly impending, and
25 substantially heightened risk of identity theft, fraud, and further misuse of their personal data.
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1 71. There is a temporal and close causal connection between Defendant's failure to
2 implement security and supervisory measures to protect the PII of current and former patients and
3 the harm suffered, or risk of imminent harm suffered, by Plaintiff and Class Members.

4 72. It was foreseeable that Defendant's failure to exercise reasonable care to safeguard
5 the PII in its possession or control would lead to one or more types of injury to Plaintiff and Class
6 Members, and the Data Breach Incident was foreseeable given the known, high frequency of
7 cyberattacks and data breaches in the healthcare industry.

8 73. Plaintiff and Class Members were the foreseeable and probable victims of any
9 inadequate security practices and procedures. Defendant knew of or should have known of the
10 inherent risks in collecting, storing, and sharing PII with its vendor, the critical importance of
11 providing adequate security of PII, the current cyber scams being perpetrated on PII, and that it
12 had inadequate protocols, including security protocols in place to secure the PII of Plaintiff and
13 Class Members.

14 74. Defendant's own conduct created the foreseeable risk of harm to Plaintiff and Class
15 Members. Defendant's misconduct included their failure to take the steps and opportunities to
16 prevent the Data Breach and their failure to comply with industry standards for the safekeeping
17 and encrypted authorized disclosure of the PII of Plaintiff and Class Members.

18 75. Plaintiff and Class Members have no ability to protect their PII that was and is in
19 Defendant's possession. Defendant alone was and is in a position to protect against the harm
20 suffered by Plaintiff and Class Members as a result of the Data Breach Incident.

21 76. As a direct and proximate result of Defendant's negligence as alleged above,
22 Plaintiff and Class Members have suffered, will suffer, or are at increased risk of suffering: (a) the
23 compromise, publication, theft and/or unauthorized use of their PII; (b) unauthorized use and
24 misuse of their PII; (c) the loss of the opportunity to control how their PII are used; (d) out-of-
25 pocket costs associated with the prevention, detection, recovery and remediation from identity
26 theft or fraud; (e) lost opportunity costs and lost wages and time associated with efforts expended
27 and the loss of productivity from addressing and attempting to mitigate the actual and future
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1 consequences of the Data Breach Incident, including but not limited to efforts spent researching
2 how to prevent, detect, contest and recover from identity theft and fraud; (f) the imminent and
3 certain impending injury flowing from potential fraud and identity theft posed by their PII being
4 placed in the hands of criminals; (g) the continued risk to their PII that is subject to further breaches
5 so long as Defendant fails to undertake appropriate measures to protect the PII in Defendant's
6 possession; and (h) current and future costs in terms of time, effort and money that will be
7 expended to prevent, detect, contest, remediate and repair the impact of the Data Breach Incident
8 for the remainder of the lives of Plaintiff and Class Members; (i) loss of privacy; and (j) emotional
9 distress and anguish related to the years of potential identity theft they face.

10 77. As a direct and proximate result of Defendant's negligence, Plaintiff and Class
11 Members have suffered, and continue to suffer, damages arising from the Data Breach as described
12 herein and are entitled to compensatory, consequential, and punitive damages in an amount to be
13 proven at trial.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff, individually and on behalf of the Class, prays for the
16 following relief:

- 17 a) An order certifying this case as a class action on behalf of the Class as defined
18 above, and appointing Plaintiff as the representative of the Class and Plaintiff's
19 counsel as Class Counsel;
- 20 b) Equitable relief enjoining Defendant from engaging in the wrongful conduct
21 complained of herein pertaining to the misuse and/or disclosure of Plaintiff's and
22 the Class members' PII, and from refusing to issue prompt, complete, and accurate
23 disclosures to Plaintiff and the Class members;
- 24 c) Injunctive relief, including but not limited to, injunctive and other equitable relief
25 as is necessary to protect the interests of Plaintiff and Class members, including but
26 not limited to an order: (1) requiring Defendant to protect, including through
27 encryption, all data collected through the course of its business in accordance with
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1 all applicable regulations, industry standards, and federal, state or local laws; (2)
2 requiring Defendant to delete, destroy, and purge the personal identifying
3 information of Plaintiff and Class Members unless Defendant can provide to the
4 Court reasonable justification for the retention and use of such information when
5 weighed against the privacy interests of Plaintiff and Class Members; (3) requiring
6 Defendant to implement and maintain a comprehensive Information Security
7 Program designed to protect the confidentiality and integrity of the personal
8 identifying information of Plaintiff and Class Member's personal identifying
9 information; (4) prohibiting Defendant from maintaining Plaintiff's and Class
10 Members' personal identifying information on a cloud-based database; (5)
11 requiring Defendant to engage independent third-party security
12 auditors/penetration testers as well as internal security personnel to conduct testing,
13 including simulated attacks, penetration tests, and audits on Defendant's systems
14 on a periodic basis, and ordering Defendant to promptly correct any problems or
15 issues detected by such third-party security auditors; (6) requiring Defendant to
16 engage independent third-party security auditors and internal personnel to run
17 automated security monitoring; (7) requiring Defendant to audit, test, and train its
18 security personnel regarding any new or modified procedures; (8) requiring
19 Defendant to segment data by, among other things, creating firewalls and access
20 controls so that if one area of Defendant's network is compromised, hackers cannot
21 gain access to other portions of Defendant's systems; (9) requiring Defendant to
22 conduct regular database scanning and securing checks; (10) requiring Defendant
23 to establish an information security training program that includes at least annual
24 information security training for all employees, with additional training to be
25 provided as appropriate based upon the employees' respective responsibilities with
26 handling personal identifying information, as well as protecting the personal
27 identifying information of Plaintiff and Class Members; (11) requiring Defendant
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1 to routinely and continually conduct internal training and education, and on an
2 annual basis to inform internal security personnel how to identify and contain a
3 breach when it occurs and what to do in response to a breach; (12) requiring
4 Defendant to implement a system of tests to assess its respective employees'
5 knowledge of the education programs discussed in the preceding subparagraphs, as
6 well as randomly and periodically testing employees compliance with Defendant's
7 policies, programs, and systems for protecting personal identifying information;
8 (13) requiring Defendant to implement, maintain, regularly review, and revise as
9 necessary a threat management program designed to appropriately monitor
10 Defendant's information networks for threats, both internal and external, and assess
11 whether monitoring tools are appropriately configured, tested, and updated; (14)
12 requiring Defendant to meaningfully educate all Class members about the threats
13 that they face as a result of the loss of their confidential personal identifying
14 information to third parties, as well as the steps affected individuals must take to
15 protect themselves; (15) requiring Defendant to implement logging and monitoring
16 programs sufficient to track traffic to and from Defendant's servers; and (16) for a
17 period of 10 years, appointing a qualified and independent third party assessor to
18 conduct attestation on an annual basis to evaluate Defendant's compliance with the
19 terms of the Court's final judgment, to provide such report to the Court and to
20 counsel for the class, and to report any deficiencies with compliance of the Court's
21 final judgment;

- 22 d) For an award of damages, including actual, consequential, and nominal damages,
23 as allowed by law in an amount to be determined;
- 24 e) For an award of attorneys' fees, costs, and litigation expenses, as allowed by law;
- 25 f) For prejudgment interest on all amounts awarded; and
- 26 g) Such other and further relief as this Court may deem just and proper.
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JURY DEMAND

Plaintiff, individually and on behalf of the Class, hereby demand a trial by jury.

DATED: November 6, 2024

Respectfully submitted,

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